

REMARKS/ARGUMENTS

In the specification, a new sentence has been added after the title as per 37 CFR 1,77(b)(4) referencing the herein submitted computer program listing appendix on compact disc as per 37 CFR 1.96(c)(2).

Claims 1-17 remain in this application. Claims 1 and 3-10 have been amended. Claims 11-17 have been withdrawn.

Claim Objections

The Examiner has objected to claims 3-10 stating that the acronyms SLA and CSL in the claim language are not clearly defined. The Applicant has, in order to expedite the prosecution, chosen to amend claims 3-10 such that each of the offending acronyms has been replaced by the referenced term. That is, SLA has been amended to "Service-Level-Agreement," and CSL has been amended to "Calculated-Service-Level." Claims 3-10 have now been amended such that the stated objections are now moot.

§ 102(b) Rejections

The Examiner has stated that claims 1-10 are rejected under 35 U.S.C. 102 (b) as being anticipated by Davis et al. (US5870545). The Examiner's assertion is respectfully traversed.

While continuing to traverse the Examiner's rejections, the Applicant has, in order to expedite the prosecution, chosen to amend independent claims 1 and 7 so as to emphasize the distinguishing features of the present invention over the cited prior art. Specifically, the Applicant wishes to point out that Davis et al. neither teaches nor suggests that the Davis et al. system and method include a system specific "internal service-level language."

This is in clear contrast to the teachings of the present invention, which clearly teaches on page 5, in the last full paragraph,

“The heart of the present invention is a service-level language that contains formulas. Each such formula describes how to compute some service-level value from measurements collected by the ASP. These measurements are usually collected from various tools that measure resources the ASP uses to supply service to its customers. Each such formula, written in the language of the present invention, can be loaded into the server computer memory, and from there it may collect measurements from measurement tools, and subsequently calculate the service level...;”


and in the linking paragraph on pages 7 and 8,

“The system is based on an internal SLA language, named Service Level Agreement Language of Measurement (referred to hereinafter as SLALOM), that supports the various aspects of SLA handling: service domains, aggregation rules, penalties, etc. in a flexible manner. This language contains formulas, wherein each formula describes how to compute some service-level value from measurements collected by the ASP. These measurements are usually collected from various tools that measure resources that the ASP uses to supply service to its customers. Each such formula, written in SLALOM, can be loaded into the server computer memory, and from there it may collect measurements from measurement tools, and subsequently calculate the service level.”

Claims 1 and 7 now contain the limitation of an internal service-level language associated, the service-level language including at least one formula configured to compute at least one service-level value.

The Applicant believes that the amendments to claims 1 and 7 completely overcome the Examiner's rejections of these claims, and therefore rejections of the claims depending therefrom, on § 102(b) grounds.

In view of the above amendments and remarks it is respectfully submitted that independent claims 1 and 7, and hence dependent claims 2-6 and 8-10, are in condition for allowance. Therefore, the Applicant respectfully requests that a timely Notice of Allowance be issued in this case.

Respectfully submitted,
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